

ADOT JPA File No.: 05-041
AG Contract No.: KR05-0993TRN
Amendment No. 1
Project No.: TEA-NNA-0(010)
Project: Rehabilitation of Bridge
Section: Chevelon Creek Bridge
TRACS No.: SL521 01C
Budget Source Item No.: 74606

**AMENDMENT NO. 1
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
NAVAJO COUNTY

THIS AGREEMENT is entered into this date 24 May, 2006, **Amendment No. 1** to JPA No. 05-041, A.G. Contract No.: KR05-0993TRN, filed with the Secretary of State under No. 27838, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NAVAJO COUNTY, acting by and through its CHAIRPERSON and BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-521 and 11-951 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

Article I, Paragraph 8 is added in full as follows:

7. The work embraced in this Agreement is for the rehabilitation of the Chevelon Creek Bridge **and to identify the responsibilities for the lead paint and asbestos abatement**, hereinafter referred to as the "Project". Rehabilitation of the bridge will include, but is not limited to, replacing the existing deck, increasing load capacity to 20 tons and installing protective railing, removing lead paint and repainting the bridge. Protective barriers will also be installed on the approaches to the bridge. **The State will fund and take responsibility for the lead paint and asbestos abatement, currently estimated at \$50,000.00. These costs are separate from the construction costs and are over and above the stated construction cost.**

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

NO. 27838
Filed with the Secretary of State
Date Filed: 5/24/06
Janice K. Brewer
Secretary of State
By: [Signature]

II. SCOPE OF WORK

Article II, Paragraph f, g, and h are added in full as follows:

1. The State shall:

f. Be responsible for the lead paint and asbestos abatement, and will be done at the time of construction.

g. Have the abatement contractor coordinate with the general contractor and share responsibility for the maintenance of the remediation enclosure for the bridge. The abatement contractor shall also be responsible for putting a coat of primer on the bridge after the lead paint and asbestos are removed.

h. Be responsible for all costs related to the lead paint and asbestos abatement currently estimated at \$50,000.00. These abatement costs are separate from the construction costs and are over and above the stated construction costs in the original Intergovernmental Agreement.

Article II, Paragraph i is added in full as follows:

2. The County shall:

i. Not be responsible for the funding, or the removal of the lead paint and asbestos abatement.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

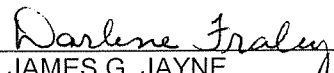
NAVAJO COUNTY

By


JESSE THOMPSON
Chairman, Board of Supervisors District V

ATTEST:

By

for 
JAMES G. JAYNE
Clerk of the Board

STATE OF ARIZONA

Department of Transportation

By

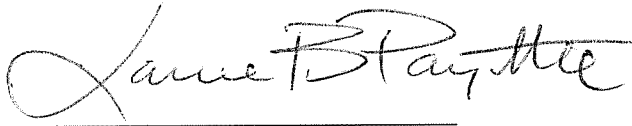

SUSAN TELLEZ
Contract Administrator

ATTORNEY APPROVAL FORM FOR THE NAVAJO COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.


No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20TH day of APRIL, 2006.

A handwritten signature in cursive script, reading "Lance B. Payette", written over a horizontal line.

County Attorney

LANCE B. PAYETTE
CHIEF DEPUTY

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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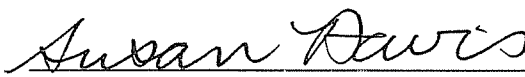
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0993TRN (JPA 05-041, Amendment No. 1), an Agreement between public agencies, i.e., The State of Arizona and Navajo County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 17, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:961012
Attachment